



# REQUEST FOR QUOTATION HQ941171

Quotations are due by 3:00 P.M., Local Time

November 18, 2008

## ARIZONA DEPARTMENT OF HEALTH SERVICES

1740 W. Adams  
Phoenix, AZ 85007  
Phone: (602) 542-1040  
Fax: (602) 542-1741

Date: October 29, 2008

### VENDOR NOTICE

#### THIS IS NOT A PURCHASE ORDER

The terms and conditions attached to this form should be reviewed and understood before preparing a quotation.

The Uniform Terms and Conditions and Uniform Instructions to Offerors are incorporated into this document by reference, and may be obtained by visiting: <http://www.azeps.az.gov/PoliciesDocuments/terms/UIOv7.pdf> for the Instructions, <http://www.azeps.az.gov/PoliciesDocuments/terms/UTCv7.pdf> for the Terms and Conditions.

In accordance with Arizona Revised Statute 35-397, the offeror hereby certifies that the offeror does not have scrutinized business operations in Iran.

In accordance with Arizona Revised Statute 35-397, the offeror hereby certifies that the offeror does not have any scrutinized business operations in Sudan.

In accordance with Arizona Revised Statute 41-2535(B), this purchase is restricted to small businesses, if practicable. By signing this form, the Offeror self certifies that it is a small business as defined above. Please check as many as applicable:

\_\_\_\_ I certify that my company is a Small Business. A Small Business is defined as a company having fewer than one hundred (100) employees or less than four million dollars (\$4,000,000) in gross receipts.

\_\_\_\_ I certify that my company is a Woman-Owned Business Enterprise (WBE). A WBE is defined as an enterprise where a woman owns at least fifty-one percent (51%) of the business. The owner(s) must have the day-to-day control of the firm and have experience and expertise in the firm's primary area of operation. The owner(s) must hold a proportionate share of the business capital, assets, profits and losses commensurate with their ownership interest.

\_\_\_\_ I certify that my company is a Minority-Owned Business Enterprise (MBE). An MBE is defined as an enterprise where an ethnic minority owns at least fifty-one percent (51%) of the business. The owner(s) must have the day-to-day control of the firm and have experience and expertise in the firm's primary area of operation. The owner(s) must hold a proportionate share of the business capital, assets, profits and losses commensurate with their ownership interest.

#### Submittal Location:

1740 West Adams, Room 303  
Phoenix, AZ 85007

#### Delivery / Pick Up Location:

2500 East Van Buren Street  
Phoenix, AZ 85008

#### Procurement Specialist: Tracy Chisler

Phone: (602)542-1044 Fax: (602) 542-1741  
Email: [chislet@azdhs.gov](mailto:chislet@azdhs.gov)

Item	Description of Material or Service	Frequency	Unit Rate Per Week	Extended Price Per Month
1	Cleaning, Chemical Testing and Water Maintenance March-October	3 times per week	\$	\$
2	Cleaning, Chemical Testing and Water Maintenance November-February	1 time per week	\$	\$
3	Additional Labor Rate other than described in the monthly pool maintenance	Each hour	\$	\$
4	Percentage off of additional parts not included in described monthly pool maintenance	As needed	%	%

#### Delivery to be FOB Destination.

Prices to include shipping charges.

No additional charges will be allowed.

Refer to Page Three (3) for information concerning a tour of the two (2)

Hospital swimming pools and equipment.

Sub-Total:	\$	n/a
State Hospital is		
Tax-Exempt :	\$	0.00
Total:	\$	n/a

#### THIS SECTION MUST BE COMPLETED BY VENDOR

Delivery shall be made \_\_\_\_\_ calendar days after receipt of order. Payment Terms: \_\_\_\_\_

Company Name	Address	City	State	Zip Code	Phone No.	Fax No.
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Signature

Date

Typed Name and Title

Procurement Administrator: \_\_\_\_\_

Date: \_\_\_\_\_

# SPECIAL INSTRUCTIONS TO OFFERERS

## Solicitation No. HQ941171

- A. **SUBMISSION:** Quotations shall be signed by the offeror where applicable and delivered as designated no later than the date and time indicated on the first page of the document.
- B. **INQUIRIES:** All inquiries must be submitted in writing to the Solicitation contact person, and within two (2) days before the Offer due date and time to allow sufficient time for question review and response.
- C. **IDENTIFICATION:** Offeror agrees to provide a federal identifier (EIN or SSN) for the purposes of reporting to the appropriate taxing authorities, monies paid by the State under this contract.
- D. **OPENING:** This is an informal quotation, which will not be read at a public opening; however, the information may be publicly reviewed after an award.
- E. **STANDARD PROVISIONS:** The State of Arizona's Uniform Instructions and Uniform Terms and Conditions, where applicable, are a part of this document as if fully set forth herein. Copies of these documents are available from the A.D.H.S. Procurement Office or may be viewed at Arizona Department of Administration webpage at <http://www.azdoa.gov/>.
- F. **TAXES:** The State of Arizona is exempt from Federal excise Tax, including the Federal Transportation Tax. The Arizona State Hospital is exempt from State Sales Tax.
- G. **BID REJECTION:** The State reserves the right to reject any, or all, bids, combinations of items, or lot, and to waive defects or informalities.
- H. **ERASURE;** Erasures, inter-lineation or other modifications must be initialed by the individual signing the Request for Quotation.
- I. **BRAND NAMES:** Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and establishing the general quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other vendors but are intended to approximate the quality design or performance, which is desired. Any bid that proposes like quality, design or performance will be considered. If the description of your offer differs in any way, you must give a complete detailed description of your quotation including pictures and literature where applicable. Unless a specific exception is made, the assumption will be that you are bidding exactly as specified on the Request for Quotation.
- J. **UNIT PRICE:** In case of error in the extension prices in the Quotation the unit price will govern. No Quotation shall be altered, amended or withdrawn after the specific date and time for receiving Quotations. Negligence by the vendor in preparing the Quotation confers no right for the withdrawal of the quotation after it has been opened.
- K. **NEGOTIATIONS:** Negotiations may be held.
- L. **EVALUATION:** Award shall be made based on the lowest price, and the responsible and responsive bidder whose bid conforms in all material respect to the requirements set forth in the request for quotation, and is determined to be the most advantageous to the State.
- M. **PAYMENT:** The state will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any offer that requires payment in less than thirty (30) calendar days shall not be considered.
- N. **ARIZONA PROCUREMENT CODE:** The Arizona Procurement Code (A.R.S. Title 41), Chapter 23 is available at most public libraries; A.C.C.R. Title 2, Chapter 7 may be purchased from the Arizona Secretary of State; and both are available for review at the D.H.S. Procurement Office. They may be viewed at Arizona Department of Administration webpage at <http://www.azdoa.gov/>
- O. **REASONS FOR CANCELLATION:** Failure to provide materials, supplies or instruments in accordance with specifications or failure to meet the stated delivery commitment shall be cause for IMMEDIATE cancellation of the contract.
- P. **ADDITIONAL TERMS AND CONDITIONS:** Submission of additional terms, conditions or agreements with the bid document may result in bid rejection.

<p style="text-align: center;"><b>SPECIAL INSTRUCTIONS TO OFFERERS</b> <b>Solicitation No. HQ941171</b></p>
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Q. **LICENSES:** The Contractor shall obtain and maintain in current status any required federal, state, county, city and local licenses, permits or certifications for the Contractor, their employees and subcontractors required for the operation of the business conducted by the Contractor. Contractor shall submit a list of all licenses and certifications they hold.

R. **TOUR OF THE HOSPITAL POOLS:**

Prospective bidders are invited to attend a tour of the two (2) swimming pools located at the Hospital. The date, time and location of this tour are indicated below. The purpose of this tour is to provide prospective bidders the opportunity to see the location and current condition of the swimming pools and the equipment. This will be an opportunity to ask questions to clarify the specifications under which this Contract will be administered. This shall be the only opportunity for bidders to tour the Hospital pools.

Tour date: **November 7, 2008**

Tour time: **1:00-2:00 PM**

Tour location: **Arizona State Hospital, 2500 East Van Buren Street, Phoenix, AZ 85008 at Civil Rehabilitation, F Building, Office F157.**

# **SPECIAL TERMS AND CONDITIONS**

## **REQUEST FOR QUOTATION # HQ941171**

### **A. PURPOSE**

Pursuant to provisions of the Arizona Procurement Code, A.R.S. ' 41-2501 Et Seq., the State of Arizona, Department of Health Services ("ADHS") intends to establish a contract for the materials or services listed herein for the Arizona State Hospital in accordance with the requirements outlined herein.

### **B. TERM OF CONTRACT (3 YEARS)**

The term of the resultant Contract shall commence upon November 25, 2008 or the award date on the Offer and Acceptance form, whichever is later, and shall remain in effect for three (3) years, unless terminated, canceled, or extended as otherwise provided herein.

### **C. CONTRACT EXTENSIONS (2 YEAR MAXIMUM)**

The Department may, by mutual written Contract amendment, extend any resultant Contract in twelve (12) month increments for a maximum of two (2) years. The Contract term shall not exceed a total of five (5) years from the date of Contract award, or \$50,000, whichever comes first.

### **D. CONTRACT TYPE**

☒ Fixed Price

### **E. PRICE ADJUSTMENT**

Contractor prices accepted and subsequently awarded by a Contract shall remain in effect for a minimum of one (1) year. The Contractor may request a price adjustment, but the State will not review or approve an increase until the Contract has been in effect for one (1) year. The ADHS Procurement Office will review any requested rate increase to determine whether such request is reasonable in relation to increased supplier or material costs. Contractor shall provide written justification for any price adjustment requested, including information contained in the Consumer Price Index or similar official cost analysis to support any requested price increase. Any price increase adjustment, if approved, will be effective upon execution of a written Contract amendment. Likewise, the Contractor shall offer the State a price adjustment reduction concurrent with reduced costs from their suppliers. Price reductions will become effective upon execution of a Contract amendment.

### **F. TAX EXEMPTION**

The Hospital is exempt from sales tax. In accordance with the State of Arizona Transaction Privilege and Use Tax Audit, the Contractor agrees that it will not charge sales tax for this project. A copy will be provided at Contract award.

### **G. SINGLE AWARD CONTRACT**

This is an all or nothing bid. All items within this solicitation have been grouped together for purposes of obtaining these items collectively from a single source. To be considered for award of this solicitation, the bidder is required to provide prices on all items within this solicitation. Failure to provide pricing for any item within the solicitation shall result in the bidder being declared non-responsive and ineligible to receive an award.

### **H. NON-EXCLUSIVE CONTRACT**

Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the State of Arizona. The State reserves the right to obtain like goods or services from another source when necessary, or when determined to be in the best interest of the State.

### **I. INFORMATION DISCLOSURE**

The contractor shall establish and maintain procedures and controls that are acceptable to the state for the purpose of assuring that no information contained in its records or obtained from the state or from others in carrying out its functions under the contract shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the state. The Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the

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performance of duties under the contract, unless otherwise agreed to in writing by the state.

### **J. CONTRACTOR PERFORMANCE REPORTS**

Program management shall document Contractor performance, both exemplary and needing improvements where corrective action is needed or desired. Copies of corrective action reports will be forwarded to the ADHS Procurement Office for review and any necessary follow-up. The Procurement Office may contact the Contractor upon receipt of the report and may request corrective action. The Procurement Office shall discuss the Contractor's suggested corrective action plan with the Contract Manager for approval of the plan.

### **K. AUTHORIZATION FOR PURCHASE OF GOODS**

Authorization for purchase of goods under this contract shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to charge for items up to the amount on the Purchase Order. ADHS shall not have any legal obligation to pay for items in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless: a) the Purchase Order is changed or modified with an official ADHS Procurement Change Order, and/or b) an additional Purchase Order is issued for purchase of goods under this contract.

### **L. LICENSES**

The Contractor shall maintain in current status, all federal, state, and local licenses and permits required for the operation of the business conducted by the Contractor.

### **M. ESTIMATED USAGE**

The Contract shall be on an as needed, if needed basis. The State makes no guarantee as to the number of hours required.

### **N. PAYMENT/INVOICING**

The Contractor will be paid in accordance with the proposed Contract amount, as accepted by the Arizona Department of Health Services, and the Arizona State Hospital. The Contractor's sole compensation will be from the proposed amounts annotated on the pricing sheet. The State will not pay for services and/or products in advance. Payments will be made monthly, for completion of services as shown by an itemized invoice, submitted by the Contractor by the 30<sup>th</sup> day of the month following service. Payments will not be authorized if the invoice submitted is incomplete or does not contain the necessary information needed to properly review. Payment for items not authorized under this Contract will be rejected.

### **O. VENDOR REGISTRATION**

Prior to issuance of a Purchase Order and subsequent payment and/or formal award, the Contractor shall have a completed State of Arizona Substitute W-9 Form on file with the State. No payments shall be made until the form is on file. The Arizona Substitute W-9 Form will be provided to the Contractor at the time of Award and must be completely filled out and returned prior to the start of any project for the State.

### **P. COMPLIANCE REQUIREMENTS FOR A.R.S. §41-4401, GOVERNMENT PROCUREMENT: E-VERIFY REQUIREMENT**

1. The Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214, Subsection A.
2. A breach of warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.
3. Failure to comply with a State audit process to randomly verify the employment records of Contractors and Subcontractors shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.
4. The State Agency retains the legal right to inspect the papers of any employee who works on the Contract to ensure that the

# SPECIAL TERMS AND CONDITIONS

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Contractor or Subcontractor is complying with the warranty under paragraph 1.

### Q. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) OF 1996

The Contractor warrants that it is familiar with the requirements of HIPAA and HIPAA's accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both the ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the ADHS Privacy Officer and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep the ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

If requested by the ADHS, Contractor agrees to sign the "Arizona Department of Health Services Pledge to Protect Confidential Information" and to abide by the statements addressing the creation, Use and Disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by the ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ADHS HIPAA Compliance Officer.

### R. INDEMNIFICATION

Contractor agrees to indemnify, defend, save and hold harmless the State of Arizona, and their respective directors, officers, officials, agents and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, costs, losses, or expenses, including reasonable attorney's fees, (hereinafter collectively referred to as "Claims") arising out of actual or alleged bodily injury or personal injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of Contractor's directors, officers, agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

*This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.*

### S. INSURANCE REQUIREMENTS

Vendor shall procure and maintain, until all of their obligations, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the purchase and or use of the commodity.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the purchase and use of the commodities sold under this Contract by the Vendor, his agents, representatives, employees or subcontractors and Vendor is free to purchase such additional insurance as may be determined necessary.

1. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

#### 1.1 Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Blanket Contractual Liability – Written and Oral	\$1,000,000
• Fire Legal Liability	\$ 50,000

# SPECIAL TERMS AND CONDITIONS

## REQUEST FOR QUOTATION # HQ941171

- Each Occurrence \$1,000,000

1.1.1 The policy shall be endorsed to include the following additional insured language: ***"The Department of Health Services, the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor"***.

1.1.2 Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

### 1.2 Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

1.2.1 Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

1.2.2 This requirement shall not apply to: Separately, EACH Contractor or subcontractors exempt under A.R.S. 23-901, and when such Contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

### 2. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

- 2.1 The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
- 2.2 The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
- 2.3 Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

### 3. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to **The Arizona Department of Health Services, Procurement Office, 1740 West Adams Street, Room 303, Phoenix, Arizona 85007** and shall be sent by certified mail, return receipt requested.

### 4. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

### 5. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

## SPECIAL TERMS AND CONDITIONS

### REQUEST FOR QUOTATION # HQ941171

All certificates required by this Contract shall be sent directly to **The Arizona Department of Health Services, Procurement Office, 1740 West Adams Street, Room 303, Phoenix, Arizona 85007**. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

6. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
7. **MULTIPLE AWARDS:** To provide adequate contract coverage, multiple awards may be made.
8. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
9. **EXCEPTIONS:** In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

#### T. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, direct services under this Contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the Contract. This provision applies to work performed by subcontractors at all tiers.

#### U. PANDEMIC CONTRACTUAL PERFORMANCE

1. The State shall require a written plan that illustrates how the Contractor shall perform up to contractual standards in the event of a pandemic. The State may require a copy of the plan at anytime prior to or post award of a contract. At a minimum, the Pandemic Performance Plan shall include:
  - 1.1 Key succession and performance planning if there is a sudden significant decrease in Contractor's workforce.
  - 1.2 Alternative methods to ensure there are products in the supply chain.
  - 1.3 An up to date list of company contacts and organizational chart.
2. In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this Contract impossible or impracticable, the State shall have the following rights:
  - 2.1 After the official declaration of a pandemic, the State may temporarily void the contract(s) in whole or specific sections, if the contractor cannot perform to the standards agreed upon in the initial terms.
  - 2.2 The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director as per A.R.S. 41-2537 of the Arizona Procurement Code.
  - 2.3 Once the pandemic is officially declared over and/or the Contractor can demonstrate the ability to perform, the State, at its sole discretion, may reinstate the temporarily voided Contract(s).

#### V. TOBACCO PRODUCTS



<p><b>SPECIAL TERMS AND CONDITIONS</b> <b>REQUEST FOR QUOTATION # HQ941171</b></p>
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Beginning July 1, 2008 smoking and the use of any other tobacco products shall not be permitted anywhere on the grounds of the Arizona State Hospital. All Arizona Department of Health Services buildings and grounds are smoke-and tobacco-free.

# **SCOPE OF WORK**

## **REQUEST FOR QUOTATION # HQ941171**

### **1. BACKGROUND**

The Arizona Department of Health Services (“ADHS”) intends to establish a contract for pool maintenance services at the Arizona State Hospital (Hospital).

The Hospital provides treatment and rehabilitative services to the most severely mentally ill persons in the state. This is a court-ordered and civil-committed treatment center. Individuals must be suffering from a behavioral health illness, which has severely impaired their functioning and ability to live within their family and community.

The Hospital is located at 2500 East Van Buren Street, Phoenix, Arizona 85008. The Hospital operates twenty-four hours (24) per day, three hundred sixty-five (365) days per year.

### **2. OBJECTIVE**

The Hospital requires the cleaning, monitoring and maintenance of two (2) swimming pool facilities located at the Hospital for the safety and cleanliness of the water and ongoing oversight and repair, as needed, to the pump, filters and cleaning system equipment for these two (2) pool facilities. The “F Building” swimming pool dimensions are 59’ 8”L x 20’W with approximately 35,880 gallons. The depth of this pool is three (3) feet in the shallowest section, five (5) feet in the deepest section. The “G Building” pool is 50’L x 20’W with approximately 30,000 gallons. The depth of this pool is three (3) feet in the shallowest section, five (5) feet in the deepest section.

### **3. TASKS**

The Contractor shall:

- 3.1 Provide cleaning, chemical testing and water maintenance to be completed three (3) times per week for each of the two (2) Hospital swimming pools during the months of April through October;
- 3.2 Provide cleaning, chemical testing and water maintenance to be completed one (1) time per week for each of the two (2) Hospital swimming pools during the months of November through March;
- 3.3 Provide all chemicals at no additional cost to the Hospital;
- 3.4 Provide oversight and repairs to allow for the proper functioning of the pumps, filters and cleaning system on an ongoing basis. Repairs to these operational items or any additional costs shall be pre-approved by the Hospital in writing prior to performing these services and shall adhere to the Labor Rate and parts discount as provided on Page One (1);
- 3.5 Test PH, alkalinity and chlorine levels in each pool to maintain the required chemical balance and add the correct amount of chemicals to comply with water quality standards and safety levels in accordance with the Arizona Department of Environmental Quality (ADEQ) regulations;
- 3.6 Adjust chemical and water levels as appropriate, and provide documentation in a log kept at each pool facility. The pool logs are kept in the rooms that house the filter and pump for each pool. One is located at the building G pool and the other at the civil pool;
- 3.7 Clear debris from hair and lint baskets;
- 3.8 Back wash the sand filters at both locations;
- 3.9 Keep all rubber “O” rings and the back wash valves lubricated;
- 3.10 Adjust thermostat to heaters, assuring proper temperature levels;
- 3.11 Skim debris off of the water’s surface; brush walls and vacuum or sweep pools. The bottom and sides of the swimming pools are to be free of sediment, dirt, slime and algae;
- 3.12 Visually inspect tile and plaster for any flaking of plaster or cracks in the tile. Repairs shall be pre-approved by the Hospital in writing prior to performing these services;

# **SCOPE OF WORK**

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3.10 Report any unsafe water or equipment functioning problems which pose a health/safety concern necessitating the closure of either of the swimming pool facilities to the Civil Rehabilitation Program Manager located in the civil hospital F-157 at phone number (602) 220-6171. In the event the Civil Rehabilitation Program Manager is not available, call the Business Manager at (602) 220-6157; and

3.11 Sign in and out with Security personnel upon arrival and departure on each visit at the guard shack located at the Hospital entrance on Van Buren Street.

#### **4. REQUIREMENTS**

- 4.1 The Contractor shall have a minimum of five (5) years experience in commercial pool maintenance and repair at facilities similar in size to the Hospital;
- 4.2 The Contractor shall be responsible for providing all material, labor, travel, services and equipment required to perform the services specified in this Contract, at the prices set forth on the price sheet/fee schedule on page one (1);
- 4.3 The Contractor shall report chemical readings on each visit in the pool log maintained at each pool. Documentation of dates and times of service, as well as name of the person performing the services for each occurrence is required;
- 4.4 The Contractor shall submit their invoice for service to Hospital Business Office;
- 4.5 The Contractor shall provide any written documentation/reports to the ADEQ or records of maintenance if required;
- 4.6 The Contractor shall provide the services contained herein in such a manner that does not result in damage to existing grounds, landscaping, utilities, or structures. In the event that damage does occur during the performance of this Contract, the Contractor shall repair or replace the damage at no cost to the Hospital. If the Contractor fails or refuses to make proper repairs or replacements, the Contractor shall be liable for the cost thereof, which may be deducted from any unpaid invoices or by any other means provided by law;
- 4.7 Adhere to and comply with Federal, State, County, City, rules, regulations, and standards;
- 4.8 Contractor shall obey all posted speed limits on Hospital grounds;
- 4.9 No cameras, including cell phones with cameras, are permitted on Hospital property;
- 4.10 The Hospital grounds are drug-, alcohol-, and tobacco-free; and
- 4.11 No firearms are permitted on Hospital property.

#### **5. APPROVALS**

The Contractor will provide written justification of repairs required to maintain the safe and proper operation of the swimming pools. Approvals of all financial expenditures must be obtained from the Hospital assigned Financial Officer.

#### **6. ADDITIONAL REQUIREMENTS AT CONTRACT AWARD**

Items to be provided by the Contractor as required within ten (10) days of Contract award, and upon request through the term of the Contract.

- 6.1 Certificate of Liability Insurance (COI) that meets the written specifications in the Special Terms and Conditions, Page Six (6), Paragraph S. ADHS will not be able to issue a Purchase Order for the commencement of services without a current and valid COI in the Contract file;
- 6.2 State of Arizona Substitute W-9 form, if needed; and
- 6.3 Proof of license or certification

#### **7. NOTICES, CORRESPONDENCE, REPORTS, INVOICES AND PAYMENTS**

<div><b>SCOPE OF WORK</b> <b>REQUEST FOR QUOTATION # HQ941171</b></div>
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- 7.1 Invoices shall be submitted to the Hospital Business Office within thirty (30) days after delivery. The invoices shall be sent to the following address:

Arizona Department of Health Services  
Attn: Business Office  
2500 East Van Buren Street  
Phoenix, Arizona 85008

- 7.2 Invoices shall be paid by ADHS within thirty (30) days following receipt of the invoice. In the case of any dispute regarding part of any invoice, ADHS shall pay the undisputed part according to the payment terms described above.

- 7.3 Notices, Correspondence, Reports and Payments from The Department to the Contractor shall be sent to:

Contractor \_\_\_\_\_  
Attention: \_\_\_\_\_  
Address \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_

	<b>CERTIFICATE OF INSURANCE</b>		<b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 1740 West Adams Street Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 FAX	
	Request for Quote No.: HQ941171 <b>EXAMPLE</b>			
PRIOR TO COMMENCING SERVICES UNDER THIS CONTRACT, THE CONTRACTOR MUST FURNISH THE DEPARTMENT, CERTIFICATION FROM INSURER(S) FOR COVERAGES IN THE MINIMUM AMOUNTS AS STATED BELOW. THE COVERAGES SHALL BE MAINTAINED IN FULL FORCE AND EFFECT DURING THE TERM OF THIS CONTRACT, AND SHALL NOT SERVE TO LIMIT ANY LIABILITIES OR ANY OTHER CONTRACTOR OBLIGATIONS				
NAME AND ADDRESS OF INSURANCE AGENCY      NAME AND ADDRESS OF INSURED	COMPANY LETTER A B C D	COMPANIES AFFORDING COVERAGE		
This is to certify that the policies of insurance listed below have been issued to the insured named above and are in force at this time				
COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	LIMITS OF LIABILITY MINIMUM - EACH OCCURRENCE
	<input checked="" type="checkbox"/> COMPREHENSIVE GENERAL LIABILITY FORM <input type="checkbox"/> PREMISES OPERATIONS <input type="checkbox"/> CONTRACTUAL <input type="checkbox"/> INDEPENDENT CONTRACTORS <input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS HAZARD <input checked="" type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> BROAD FORM PROPERTY DAMAGE <input type="checkbox"/> EXPLOSION & COLLAPSE (IF APPLICABLE) <input type="checkbox"/> UNDERGROUND HAZARD (IF APPLICABLE)			General Aggregate \$ 2,000,000 Product-Completed Operations Aggregate \$ 1,000,000 Person and Advertising Injury \$ 1,000,000 Blanket Contractual Liability – written and oral \$ 1,000,000
	<input type="checkbox"/> COMPREHENSIVE AUTO LIABILITY INCLUDING NON-OWNED (IF APPLICABLE)			Bodily Injury – each person Bodily injury – each accident Property Damage
	<input type="checkbox"/> UMBRELLA LIABILITY			
	<input checked="" type="checkbox"/> WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY			Each accident \$ 500,000 Disease – each employee \$ 500,000 Disease – Policy Limit \$ 1,000,000
	<input type="checkbox"/> OTHER			
The Department of Health Services, the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.			It is further agreed that no policy shall expire, be canceled or materially changed to affect the coverage available to the State without thirty (30) days written notice to the State. <b>THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.</b>	
The Arizona Department of Health Services 1740 West Adams Street Phoenix, AZ 85007			DATE ISSUED _____	

